

Natural Gas Storage Contract (GTS)

Reference: ____

Contract parties: OMV Gas Storage Germany GmbH
c/o GÖRG Partnerschaft von Rechtsanwälten mbB,
Kennedyplatz 2, 50679 Cologne, Germany

Name and address of customer

Agreed elements of the contractual relationship:

- General Terms and Conditions of OMV Gas Storage Germany GmbH for Storage Services (Storage-GTC)
- Product Information & Marketing Procedure of OMV Gas Storage Germany GmbH
- General Terms and Conditions of PRISMA European Capacity Platform GmbH

Service: Standard Bundled Units (see Storage Curves in Annex I)

Total committed capacity from/to	GTS
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Injection rate firm:	MWh/h
Withdrawal rate firm:	MWh/h
Working gas volume firm:	MWh

GTS Entry/Exit Capacities must be acquired separately.

Term: 01.04.2026, 6 am to 01.04.2027, 6 am

Tariff: EUR /Standard Bundled Unit/month (excl. taxes)

For each injected MWh 0.49 EUR will be charged additionally as energy costs.

Number of invoices: 12

Security : Advance payment / Bank guarantee / Parent Company Guarantee:
 EUR - to be furnished by dd.mm.yyyy.

Customer is not obliged to furnish a security deposit if the customer fulfills a minimum rating of BBB- according to the grading of the rating agency "Standard and Poor's" or an equivalent minimum grading of another rating agency.

VAT number:



Dispute resolution and applicable law:

This Agreement shall be construed and governed by the substantive law of the Federal Republic of Germany, excluding any application of the "United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980" (CISG).

Any disputes which arise in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the German Institution of Arbitration (DIS), ousting the jurisdiction of the ordinary courts. The number of arbitrators shall be three (3). Seat of arbitration shall be Cologne. The language to be used in the arbitral proceedings shall be German unless the Parties mutually agree that the language shall be English.

The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the Parties and the decisions made by the arbitral tribunal, including its awards, except as required by the applicable law and to the extent not already in the public domain.

Cross-border storage usage GTS:

The Dutch Tariff Code gas ('Tarievencode gas'; "Tariff Code") has been amended as from 1 January 2025. Under the new Tariff Code, the gas storage discount can be granted by GTS to the Storage Customer if the SSO has concluded an agreement with GTS which guarantees that the discount is only granted to the extent that the gas storage facility is used as gas storage in the TTF market area and there is no transport of gas between directly connected systems as referred to in recital 4 in the preamble and Article 9 (1) of NC-TAR (Commission Regulation (EU) 2017/460). OMV Gas Storage Germany GmbH has concluded such an agreement with GTS.

In order for GTS to be able to grant to the Storage _Customer a 75% discount on an ex ante basis at the OMV Etzel cross-border storage facilities, Customer agrees that OMV Gas Storage Germany GmbH provides GTS with storage contract related data (THE and TTF inventories, allocations, gas in store trades, etc.) for any necessary subsequent settlement of transport charges in the event of cross-border storage utilization. If the storage is used across borders, GTS will make a subsequent charge for the transport fees, so that no discount is granted for cross-border storage use.

Data Protection Clause

General

Notwithstanding any other provisions hereunder, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 (as amended) shall apply to this Agreement as legally prescribed. Each party shall use, and ensure that its respective subcontractors use, all personal data of the disclosing party or of third disclosing parties exclusively for the purposes of performing the Contract. The disclosing party confirms that it is authorized to provide the receiving party with the disclosed personal data.

To the extent the Parties separately determine the purposes and means of processing of personal data as defined herein, the Parties shall each act as controllers in respect of the personal data that they process and shall each comply



with their respective privacy and data protection obligations, as required by applicable data protection legislation.

In the case of transfer of personal data outside the European Economic Area (EEA), the Parties shall ensure that appropriate safeguards according to Art. 44 et seq. GDPR are established (e.g. an adequacy decision exists for the country of the data importer or the parties sign module 1 (controller – controller) of the EU standard contractual clauses of the European Commission dated June 27, 2021 as amended)).

Obligations of data processors

If one party acts as data processor pursuant to the applicable data protection laws, the parties shall enter into a data processing agreement in accordance with the legal requirements of art. 28 GDPR or an equivalent thereto in order to ensure legal compliance with respect to such data processing. In the case of transfer of personal data outside the European Economic Area (EEA), the module 2 of the EU standard contractual clauses (controller – processor) of the European Commission as of June 27, 2021 must be signed and agreed by the data exporter and data importer, unless an adequacy decision exists for the country of the data importer.

If during the performance of the Contract the receiving party needs to transfer personal data to third parties, the receiving party shall request the prior confirmation of the disclosing party. In addition, the receiving party shall enter into substantially identical data processing agreements in accordance with and to the extent required by this clause. The receiving party shall not transfer or process any personal data from or outside the European Economic Area (EEA) without ensuring beforehand that appropriate safeguards according to Art. 44 et seqq. GDPR are established (e.g. an adequacy decision exists for the country of the data importer or the parties sign module 2 (controller – processor) or module 3 (processor-processor) of the EU standard contractual clauses of the European Commission as amended).

Completion and Duration

Upon completion of the Contract, the receiving party shall, upon written request by the disclosing party (acting reasonably), return to the disclosing party all received personal data as well as the results of the processing of such data and shall delete all copies thereof, except for any data retention due to statutory retention obligations. During the performance of the Contract and any applicable additional retention time, the receiving party shall: (i) keep personal data of the disclosing party protected by state-of-the-art security measures and (ii) restrict access to trained staff that is committed to appropriate confidentiality obligations.

All obligations set out in this clause shall survive any completion or termination of the Contract.



Annex:

The following annex constitute an integral part of this Natural Gas Storage Contract:
Annex I – Storage curves.

Cologne, day month year

OMV Gas Storage Germany GmbH

Customer

Annex I – Storage Curves per SBU (German number format)

